



## YOUR RIGHTS AND RESPONSIBILITIES AS A MOVING COMPANY CUSTOMER

January 1999

The Washington Utilities and Transportation Commission (Commission) regulates companies that transport household goods for hire between points in the state of Washington. State law requires that movers must obtain a permit from the Commission before they transport household goods.

**Important information:** Your rights and responsibilities as a moving customer are so important that the Commission requires that your mover provide you a copy of this information. **Please take the time to read it thoroughly. It is for your benefit.**

Moving your household goods can be a stressful event. National studies have shown some people consider moving as stressful as a divorce. You can reduce this stress by planning carefully, selecting a competent mover, paying attention to details, and being an educated consumer.

**Advice on Choosing a Mover:** You should use a moving company that has a permit issued by the Commission. Having a permit doesn't guarantee there will be no problems with your move, but it does guarantee the mover has adequate insurance and must comply with state and federal driver and vehicle safety standards.

Other hints on choosing a mover include:

- Ask the mover for references, and be sure to check those references. Ask the references specific questions about their moves, such as how close the estimate was to the final cost, if service was provided in a careful and professional manner and whether the mover was on time.
- Get advice and recommendations from family, friends and neighbors who have moved recently. Would they use the same mover again? Were there problems?
- Check with the Commission and the local Better Business Bureau to find out if there have been consumer complaints filed against the mover(s) you are considering. The Commission will not recommend use of one mover over another but will confirm if the mover has a permit.
- Prices for moving services can vary considerably. Get estimates from several movers, but don't base your choice strictly on price. Be wary of estimates that look too good to be true.
- Go with your instincts -- if you feel uncomfortable with a company, either resolve the discomfort or go with another company with whom you feel comfortable.

**Make sure you know the full name, address and phone number of the mover:** Some movers perform the transportation themselves. Others act as agents for other movers who do the actual hauling. In other instances, the transportation is arranged by brokers. Obtain the complete and correct name, business address, and telephone number of the mover who is to transport your shipment.

**1. Estimates.** Your mover will provide you with a written estimate if you request one. Commission rules require that all estimates must be written -- oral or telephone estimates are not permitted.

The accuracy of the estimate you receive depends upon cooperation between you, as the customer, and the mover. The mover cannot provide an accurate estimate unless you provide the mover with sufficient information upon which to base the estimate. This includes, but is not limited to:

- Accurately describing all articles to be included in the shipment: This requires you to carefully consider what articles, if any, you will pack or transport yourself. Be realistic in this assessment. Many customers believe they will be able to pack most of their own goods, only to find that when moving day arrives they have been unable to pack some articles, sell them, or give them away.
- Accurately describing any problems the household goods mover may encounter at the pickup point: Are there large pieces of furniture that were moved into your current residence with a hoist, or that had to be disassembled before they could be moved into the residence?
- Accurately describing special services you wish to be performed during your move: For example: Picking up part of the load from another residence or storage facility, or disconnecting appliances.
- Accurately describing conditions at the delivery point: Will delivery involve the use of stairs, elevators, or hoisting goods using special equipment? Are there narrow roads, streets or alleys that will require the mover to transfer the shipment to smaller trucks to accomplish delivery? Are there ordinances or covenants that limit parking to unload or that restrict the hours of the day during which delivery may be done? Is there a narrow driveway that will hamper unloading?

**Supplemental estimates.** The mover must provide to you an additional (supplemental) estimate if there are additional items and services to be performed which were not covered by the original estimate. For example: Services and items you may have intended to take care of yourself but were unable to accomplish. Before the mover performs the additional services, those services must be listed on a supplemental estimate and you must, by signature, accept the supplemental estimate.

### **Types of estimates:**

**A. Binding estimates of total cost.** Binding estimates are provided at the option of the mover. Some movers may not offer binding estimates. When you receive a binding estimate, you cannot be required to pay any more than the amount shown in the binding estimate. *However:* If you request the mover to provide more or different services than those included on the estimate, the mover must provide you with a supplemental estimate. You will then be

expected to pay the total of the original binding estimate, plus the amount shown on the supplemental estimate, at the time of delivery.

If you agree to a binding estimate, you are responsible for paying the total charges due. If you are unable to pay at the time the shipment is delivered, the mover may place your shipment in storage, at your expense, until the charges are paid.

**B. Nonbinding estimates of approximate costs.** A nonbinding estimate is not a bid or a contract. It is provided by the mover to give you a general idea of the cost of the move, but does not bind the mover to the estimated cost. It does not guarantee that the final cost of your move will be the same amount as the estimate.

You must pay the transportation and other charges computed in accordance with the tariff published by the Washington Utilities and Transportation Commission. However, in no instance will you be required to pay more than:

(a) On hourly-rated shipments:

- (i) One hundred twenty-five percent of the amount of the estimate (and any supplemental estimates) for your move; and
- (ii) One hundred fifteen percent of the amount of the estimate (and any supplemental estimates) for accessorial services provided during your move.

(b) On distance-rated shipments: One hundred fifteen percent of the amount of the estimate (and any supplemental estimates) for your move.

If the charges at the destination exceed the amount of the original estimate plus any supplemental estimate, the mover must, at your request, deliver the shipment to you upon payment of one hundred ten percent of the estimate. The mover will defer payment of the balance of the amount due for thirty days.

**2. Paying for your move.** Most movers insist that you pay in cash, by money order, or by certified check. However, you may arrange in advance for the mover to extend you credit. If the mover will accept payment by credit card or personal check, be sure this arrangement is noted on the bill of lading contract. If a mover accepts credit arrangements at the beginning of your move, the mover must accept the same credit arrangements for the final bill.

**3. Tariffs.** The tariff is published by the Commission. It contains rates, charges, and rules governing the transportation of household goods. The tariff is available for public inspection at the mover's office or at the Commission. The tariff includes special provisions governing shipments to be picked up or delivered at more than one place, overtime charges, packing and marking boxes, furnishing of boxes, carrying goods up and down steps and other services.

**4. Preparing articles for shipment.** Some articles, such as large appliances and stereo sets, may require special servicing to prepare them for being moved, such as disconnection. If the mover provides these services there may be an extra charge. If you wish to avoid extra per-hour charges, you should consider taking down drapes, blinds, mirrors, and any other articles attached to the walls.

Movers are not responsible for some articles. You should never pack the following items with your other belongings:

- jewelry
- valuable papers
- coins
- money
- inflammables
- dangerous articles

**5. Valuation protection for loss and damage.** All movers are required to assume liability for the value of the goods which they transport. However, there are different levels of protection (valuation). Consumers should be aware of the amount of protection provided and the charges for each option.

The dollar amount of responsibility your mover assumes for loss or damage to your household articles is up to you. You choose the dollar amount. What the mover is or is not responsible for is printed on the mover's standard bill of lading contract. Ask your mover for a sample bill of lading contract and read it before you move. Please read the information about the options below and that on the bill of lading contract very carefully before you select one of the protection options. Your choice will establish how much the mover will reimburse you in the event of loss or damage. If there is anything you do not understand, ask that it be explained to you.

You should also contact your insurance agent to determine if your homeowner's insurance provides protection for your household goods while they are in transit. That information may impact the protection option you select with the mover.

Most movers offer four different levels of liability. These choices are:

**Option 1: Basic value protection.**

This is the most economical protection option available. This option provides minimal protection at no additional cost, but may be inadequate in case of a major or total loss (as in the case of the moving truck being involved in an accident). Under this option, the mover assumes liability for only sixty cents per pound per article. Loss or damage claims are settled based on the pound weight of the article multiplied by sixty cents. For example: If a ten-pound stereo, valued at one thousand dollars were lost or destroyed, the mover would be liable for only six dollars (10 pounds times 60 cents per pound). You should think carefully before selecting this level of protection. There is no charge for this minimal protection, but you must sign a specific statement on the bill of lading contract agreeing to it.

**Option 2: Depreciated value protection.**

Under this option, the valuation of your shipment is based on the total weight of the shipment times two dollars per pound. For example, a four thousand-pound shipment would have a maximum valuation of eight thousand dollars. Any loss or damage claim under this option is settled based on the depreciated value of the lost or damaged item(s) up to the maximum liability value based on the weight of the entire shipment. Under this option, if you shipped a ten-pound stereo that originally cost one thousand dollars, the mover would be liable for up to one thousand dollars, based on the depreciated value of the item. There is a charge for this type of protection.

**Option 3: Replacement cost coverage, with a \$300 deductible, and**

**Option 4: Replacement cost coverage, with no deductible.**

Coverage under these plans is also referred to as "full value protection" or "full replacement value." If you choose to purchase full value protection, articles that are lost, damaged or destroyed will either be repaired, replaced with like items, or a cash settlement will be made for the current market replacement value regardless of the age of the lost or damaged item. Unlike the other options, depreciation of the lost or damaged item is not a factor in determining replacement value. The prices for these types of coverage are set in the tariff and are based on a charge per one hundred dollars of declared value. Declared value is the amount which you, the customer, state in writing on the bill of lading contract. It must be equal to or exceed the figure determined by multiplying the weight of your shipment times three dollars and fifty cents. For example: If your shipment weighs five thousand pounds, the minimum declared value upon which you will be required to pay valuation charges must be at least seventeen thousand five hundred dollars.

Normally, replacement cost protection will not apply to antiques, fine art, paintings, statuary or other similar articles which, by their inherent nature, cannot be replaced with new articles. Customers should arrange for third party insurance on these items.

Replacement cost protection does not normally cover memorabilia, souvenirs and collector's items, or other articles when the age of the item or its history contribute substantially to the value of the article. The valuation for these articles reverts to the depreciated or fair market value basis.

**6. Weights.** For distance-rated moves (moves over 35 miles and/or moves to storage-in-transit), the transportation charge you will be assessed depends on the weight of the goods you ship. To determine the net weight of your shipment, the mover weighs the empty vehicle then re-weighs it after loading your goods into the truck. If you request it, the mover will:

- Notify you of the weight and charges as soon as the net weight of your shipment is established.
- Re-weigh the shipment before delivery, if it is practical to do so. You are responsible for the cost of re-weighing the shipment. The charges that apply are shown in the tariff.

**7. Expedited service.** Movers do not have to make delivery at any definite time. However, at your request, a shipment will be delivered on or before the date specified. You may have to pay an extra charge for delivery by a specified date.

The Commission's tariff allows movers to delay shipments weighing less than 5,000 pounds for availability of equipment or consolidation with other shipments. If you are shipping less than 5,000 pounds and unless you and the mover negotiate a different "deliver by" date, the mover must deliver the shipment within 15 days of picking it up.

Some customers do not want their shipment on the same truck as someone else's shipment, and instead are willing to pay for exclusive use of a truck even though they are shipping less than 5,00 pounds. Discuss this option and the charges with your mover.

**8. Small shipments.** The minimum weight for shipments in distance moves is five hundred pounds. If your shipment weighs less than five hundred pounds, you should consider using other means of transportation (a freight carrier, small package carrier, etc.) even if you have to

pay for crating and packing. Movers frequently find it difficult to deliver small shipments in a reasonable time.

**9. Temporary storage.** You may ask the mover to place your goods in temporary storage for a period not to exceed one hundred eighty days. You will be charged an additional amount for this service. If you do not remove the shipment from temporary storage within one hundred eighty days, then the shipment becomes permanent storage and the mover ceases to have responsibility as a mover. The mover's responsibility then becomes that of a warehouseman and the Commission has no further jurisdiction over the shipment. Warehouses normally assume lower liability for loss or damage to goods in storage than movers are required to assume.

**10. Bill of Lading contract.** The bill of lading is a contract between you and the mover and it is a receipt for goods. Movers are required to issue to you a bill of lading contract. Don't hire a mover who doesn't want to use one. You should obtain a copy of this document before your shipment leaves the point of origin. It is your responsibility to read the bill of lading contract and understand it. If you do not understand something on the bill of lading contract, ask the mover to explain it to your satisfaction. You must sign the bill of lading contract before transportation begins, and sign it again as a receipt upon delivery of the goods at your destination. The mover's driver should also sign the bill of lading contract as a receipt that he picked up your household goods. Make sure that you can read the signature and if you cannot, ask the driver to resign legibly or to print his/her name below the signature.

The bill of lading contract is an important document: Do not lose or misplace your copy. Have it available until your shipment is delivered, all charges are paid, and all claims are settled.

**11. Payment of charges.** Movers do not ordinarily deliver or relinquish possession of property until all tariff rates and charges have been paid in cash, by certified check, or by traveler's check. Some movers may accept bank cards or personal checks. You should clarify with the individual mover what forms of payment are acceptable, and be prepared to pay for the move when the shipment is delivered.

**12. Bills of Lading contract on distance rated moves.** Because distance rated moves are charged on the basis of weight and distance, your bill of lading contract should show:

- The gross (loaded) and tare (empty) weights of the vehicle;
- The net weight of your shipment (loaded weight minus empty weight);
- The mileage;
- The rate per one hundred pounds for the transportation;
- The cost for valuation protection; and
- Rates or charges for any accessorial services.

**13. Bills of Lading contract on hourly rated moves.** Because these moves are charged on an hourly basis, the bill of lading contract should show:

- The time the vehicle left the mover's place of business, and the time of return to that place of business (you will be charged for time from when the vehicle leaves the place of business until it returns to that place of business, excluding breaks or interruptions);
- The rate per hour;
- The cost for valuation protection; and
- Rates or charges for any accessorial services.

**14. Loss and damage.** Sources indicate that some degree of loss or damage occurs in at least 10% of the moves made each year in the United States. In the event of loss or damage to your shipment, ask the driver to acknowledge the facts on the bill of lading contract. If the driver refuses, you should have a disinterested party inspect the damage in the driver's presence, and report it in writing to the mover.

Do not sign the delivery papers or statements concerning the condition of your goods until you inspect the goods and check them against the inventory. As stated above, record any damages on the delivery document or inventory form.

If you find damaged goods after the mover has left, keep the broken items and packing materials as they were in the box, or set aside damaged goods that were not packed. Call the mover immediately so that a claims representative can inspect them.

You may find it helpful to make your own inventory – one that lists all items you are shipping. You may wish to use some sort of code to indicate the contents of packed boxes (e.g. cl=clothing, li=linens, etc.) Inventories prepared by movers usually list only number of boxes, furniture and large appliances.

Be sure to review the inventory prepared by the mover. This inventory will cite damages (such as scratches, dents and loose pieces) that exists prior to loading the goods on to the truck. Note on the inventory list any exceptions you may have as to the description of the condition of any of your belongings. You may wish to cross reference your inventory with that prepared by the mover.

**15. Loss or damage claims.** All claims for loss or damage must be filed with the mover in writing. Ask the mover for a claim form.

Claims must be filed within nine months from date of delivery. If your shipment is lost, the claim must be filed within nine months of the date upon which delivery should have been made. It is preferable to do so as soon as possible -- while memories are fresh. While the Commission can sometimes act informally to facilitate negotiation between parties, the Commission cannot require you or the mover to settle claims for loss and damage. If the mover will not voluntarily settle a claim to your satisfaction, the recourses available to you are:

- Submitting the claim to arbitration or mediation through a third party (including services provided by a local government agency); or
- Filing suit in a court of law (depending upon the amount contested, you may be able to use small claims courts).

**16. Complaints, other than loss and damage claims.** If you have a complaint about your household goods move, you must first contact your mover and attempt to resolve the dispute. If you are unable to resolve the dispute with the mover, then you may file an informal complaint with the Commission.

An informal complaint is an unresolved dispute between the customer and the mover, brought to the attention of the Commission staff by the customer. The customer is generally requesting assistance in resolving the complaint.

The complaint is handled informally by Commission staff working directly with the mover in an attempt to resolve the complaint without the need for a formal hearing process or legal

arbitration. The conclusion (finding) of the informal complaint is not binding on the company or the customer, but is included in a permanent Commission file which is subject to public review. Customers may also request copies of information contained in the Commission file.

You may file an informal complaint with the Commission: In writing, in person, by telephone, by e-mail or by FAX. Commission forms are available upon request with which you may file an informal complaint. No matter which method you choose to file, you must include at least the following information:

- Your name, current address and telephone number;
- The date of your move;
- The bill of lading contract number for your move;
- The name and address of the company who performed the move;
- The origin and destination cities of the move;
- The details of your dispute; and
- The resolution you seek.

It is also helpful to the Commission in resolving your dispute if you attach a copy of the bill of lading contract and/or other documents related to the dispute.

You may file a formal complaint with the Commission at any time. A formal complaint is a quasi-judicial proceeding, much like going to court. A formal complaint must state a situation in which the moving company is in violation or claimed to be in violation of a provision of law, order, or rule of the Commission, or the provisions of the tariff. You are responsible for proving the violation occurred.

### **Additional Moving Tips:**

- Videotape or photograph each room of your home before packing.
- Videotape the load and unload processes of your move.
- Ask questions, stay informed, make notes.
- Proper packing using proper cartons and materials is crucial to a good move.
- Doing the packing yourself can save money, but remember that movers will not usually accept liability for damage to items packed by owners. Weigh carefully the decision whether to do packing yourself or to pay any additional costs to have the experts pack it for you.
- If you do pack yourself, clearly mark boxes containing fragile or easily damaged articles. For security purposes, however, it is recommended that you not list on the outside of a box everything that is contained in that box.
- Be present when your goods are packed, loaded, unloaded and unpacked. If you can't be present, have someone you trust represent you.
- Be aware of what is going on at all times. Note problems and damage if they occur.
- Keep the mover informed as to how and where you may be reached at all times until your goods are delivered.
- Be ready when the mover arrives. You will be charged extra if the mover has to wait. Be at the destination at the time agreed upon for delivery. If you aren't there and delivery can't be made because of your absence, your household goods may be placed in storage and you will have to pay storage charges, too.
- If in doubt about a charge, ask to see the tariff item that sets the charge.
- Be well informed. Make well-educated, well-reasoned decisions about your moving issues.



Remember, **the best way to avoid problems with your move is to plan ahead and be prepared.**

**Please note:** The Commission believes strongly that the rights of the shipping public should be protected. If you would like to submit comments (positive or negative) regarding your moving experience, please use the form on the following page. You may attach additional pages as necessary. **You may also contact the Commission regarding household goods issues by sending an e-mail to [transinfo@wutc.wa.gov](mailto:transinfo@wutc.wa.gov)**

PO Box 47250, Olympia, WA 98504-7250  
(360) 664-1160

FAX (360) 586-1150 ♦ TTY (360) 586-8203

WEB:<http://www.wutc.wa.gov/>

To request this document in alternate formats,  
please contact the Commission at (360) 664-  
1133.

Printed on recycled paper.





## Customer Satisfaction Questionnaire



I recently used the services of a household goods mover to transport my goods between points in the state of Washington. I wish to submit comments to the Washington Utilities and Transportation Commission (WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION) regarding the service I received from this company. Note: You may also to contact the Commission at 1-800-562-6150 or (360) 664-1222 or through the Commission's Internet Home Page: [www.wuttc.wa.gov](http://www.wuttc.wa.gov) or by e-mail at [transinfo@wuttc.wa.gov](mailto:transinfo@wuttc.wa.gov)

Name/Address of the mover who provided service \_\_\_\_\_

Your name \_\_\_\_\_ Your address \_\_\_\_\_ Your phone number \_\_\_\_\_

Moved from \_\_\_\_\_ Moved to \_\_\_\_\_ Bill of lading number \_\_\_\_\_ Date you moved \_\_\_\_\_

### Estimates:

•Did you request the mover provide an estimate?.....

•Were you provided with a written estimate?.....

•Was the estimate clear and understandable?.....

•Did the mover fully explain any areas you questioned?.....

•Did the final cost exceed the estimated cost?.....  
If so, by how much \$ \_\_\_\_\_

Yes	No
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### Information to Shippers:

•Did the mover give you written information about your rights and responsibilities as a moving customer prior to or at the beginning of your move?.....

•Did the mover explain its limited liability for loss and damage?.....

•Did the mover explain how you could obtain higher liability limits by paying additional fees?.....


### Loss and Damage:

•Did the mover damage your goods or residence?.....

•If yes, were you given information on how to file a claim?.....

•Were your questions on loss and damage answered fully?.....

•Did you file a claim for loss or damage?.....

•Was the claim resolved to your satisfaction?.....


### Quality of Service:

•Were mover's staff (office/sales) courteous and professional?.....

•Did the moving crew arrive at your residence on time?.....

•Was the moving crew courteous and professional?.....

•Was the moving crew responsive to your wishes/directions?.....

•If any problems occurred were they brought to your attention so that you had a choice in how to resolve them?.....

•Were you satisfied with the manner in which your goods were handled?.....

•Did the movers have all necessary equipment (dollies, pads, packing materials, etc.) available to complete your move?.....

•Did the movers complete their duties in a reasonable time?.....

•Did the mover's truck(s) appear to be in good repair and suitable for transporting your household goods?.....

### Overall Comments:

•Were you satisfied with the overall service provided?.....

•Would you use this company again on future moves?.....

•Would you recommend this company to others?.....

Yes	No
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Please feel free to add comments regarding your move (you may attach additional sheets as necessary) Then fold this document along the dotted lines shown on the back, seal with a piece of tape and mail to the address shown. Thank you.

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Name:

Address:

City/State/Zip

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Affix  
First  
Class

██████████

Washington Utilities and Transportation Commission

Attn: Operations Division

P O Box 47250

Olympia, WA 98507

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